

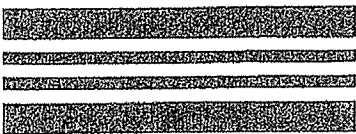
TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bergen Investments and Holdings LLC		05/24/2010	LIMITED LIABILITY COMPANY: NEW JERSEY
RECEIVING PARTY DATA			
Name:	Automotive Innovations, Inc.		
Street Address:	57 Adams Drive		
City:	Catskill		
State/Country:	NEW JERSEY		
Postal Code:	07626		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	3748468	ULTIMATE FIT	
Registration Number:	3476232	SUREFIT	
Registration Number:	2343714	ELEGANT	
Registration Number:	2948163	SEAT GEAR	
Registration Number:	1237207	SADDLEMAN	
CORRESPONDENCE DATA			
Fax Number:	(212)643-6500		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-643-7000		
Email:	pto@sillscummis.com		
Correspondent Name:	Sills Cummis & Gross P.C.		
Address Line 1:	One Rockefeller Plaza		
Address Line 2:	Intellectual Property Department		
Address Line 4:	New York, NEW YORK 10020		

CH \$140.00 3748468

ATTORNEY DOCKET NUMBER:	08890017.000001
NAME OF SUBMITTER:	Boaz Raam
Signature:	/Boaz Raam/
Date:	07/01/2010
Total Attachments: 17 source=TM Assignment to Automotive Innovations#page1.tif source=TM Assignment to Automotive Innovations#page2.tif source=TM Assignment to Automotive Innovations#page3.tif source=TM Assignment to Automotive Innovations#page4.tif source=TM Assignment to Automotive Innovations#page5.tif source=TM Assignment to Automotive Innovations#page6.tif source=TM Assignment to Automotive Innovations#page7.tif source=TM Assignment to Automotive Innovations#page8.tif source=TM Assignment to Automotive Innovations#page9.tif source=TM Assignment to Automotive Innovations#page10.tif source=TM Assignment to Automotive Innovations#page11.tif source=TM Assignment to Automotive Innovations#page12.tif source=TM Assignment to Automotive Innovations#page13.tif source=TM Assignment to Automotive Innovations#page14.tif source=TM Assignment to Automotive Innovations#page15.tif source=TM Assignment to Automotive Innovations#page16.tif source=TM Assignment to Automotive Innovations#page17.tif	



DEPARTMENT OF TREASURY
UCC SECTION
FILED

2010 MAY 26 P 5 00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
2284639-6

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.
 CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. DELETE name: Give record name to be deleted in item 6a or 6b. ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Bergen Investments and Holdings, LLC, as Agent

OR 6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
Automotive Innovations, Inc.

OR 7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY
100 Bonmont Place Totowa NJ 07512 USA

7d. SEE INSTRUCTIONS ADDL INFO RE ORGANIZATION DEBTOR 7e. TYPE OF ORGANIZATION Corporation 7f. JURISDICTION OF ORGANIZATION Delaware 7g. ORGANIZATIONAL ID #, if any NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral deleted or added, or give entire restated collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Bergen Investments and Holdings, LLC, as Agent

OR 9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

DEPARTMENT OF TREASURY
UCC SECTION
FILED

2010 MAY 26 P 5:00

UCC FINANCING STATEMENT AMENDMENT ADDENDUM

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

11. INITIAL FINANCING STATEMENT FILE # (same as Item 1a on Amendment form)

2284639-6

12. NAME OF PARTY AUTHORIZING THIS AMENDMENT (same as Item 9 on Amendment form)

12a. ORGANIZATION'S NAME

Bergen Investments and Holdings, LLC, as Agent

OR

12b. INDIVIDUAL'S LAST NAME

FIRST NAME

MIDDLE NAME, SUFFIX

13. Use this space for additional information

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

See attached Bill Of Sale And Assignment and Bill Of Sale And Transfer Statement dated May 24, 2010.

BILL OF SALE AND ASSIGNMENT

This Bill of Sale and Assignment (this "*Bill of Sale*") is executed by Bergen Investments and Holdings LLC, a New Jersey limited liability company ("*Seller*"), and delivered to Automotive Innovations, Inc., a Delaware corporation ("*Purchaser*"), as of May 24, 2010 (the "*Sale Date*").

AGREEMENT

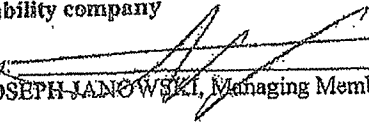
1. In consideration of the sum of \$400,000.00 and other good and valuable consideration paid by Purchaser to Seller, Seller hereby sells, assigns, transfers, conveys, grants, and delivers to Purchaser, effective as of 5:00 p.m. (EDT) on the Sale Date, all of Seller's right, title, and interest in and to all of the assets acquired by Seller pursuant to and described in the Bill Of Sale And Transfer Statement dated May 24, 2010 annexed hereto as Exhibit "A" (the "Assets"). This assignment is subject to the existing lien of Coral Capital Solutions LLC.
2. The sale, assignment, transfer, conveyance and grant herein includes all of Seller's rights in the Assets, free and clear of (i) the security interest held by Seller, (ii) subordinate security interests, and (ii) other subordinate liens other than liens created under applicable state law that are not to be discharged. The sale, assignment, transfer, conveyance and grant herein is otherwise as is, where is, and without recourse.
3. This Bill of Sale shall be binding upon Seller and its successors and assigns, if any. This Bill of Sale shall inure to the benefit of Purchaser and its respective successors and assigns.
4. This Bill of Sale may not be amended, modified, altered, or supplemented other than by means of a written instrument duly executed and delivered on behalf of Purchaser and Seller.
5. In the event that any provision of this Bill of Sale, or the application of any such provision to any person or set of circumstances, shall be determined to be invalid, unlawful, void or unenforceable to any extent, the remainder of this Bill of Sale, and the application of such provision to persons or circumstances other than those as to which it is determined to be invalid, unlawful, void or unenforceable, shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
6. This Bill of Sale shall be construed in accordance with, and governed in all respects by, the internal laws of the State of New Jersey, without giving effect to principles of conflict of laws.

WHEREFORE, Seller has caused this Bill of Sale to be executed and delivered to Purchaser as of the Sale Date.

SIGNATURES ON NEXT PAGE

SELLER:

BERGEN INVESTMENTS AND HOLDINGS LLC, a New Jersey limited liability company

By: 
JOSEPH JANOWSKI, Managing Member

PURCHASER:

ACKNOWLEDGED AND ACCEPTED:

AUTOMOTIVE INNOVATIONS, INC., a Delaware corporation

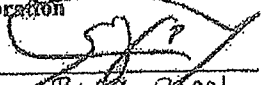
By: 
Name: BOB RYAN
Title: SECRETARY

EXHIBIT "A"

Bill Of Sale And Transfer Statement dated May 24, 2010.

BILL OF SALE AND TRANSFER STATEMENT

KNOW ALL PERSONS BY THESE PRESENTS:

That BERGEN INVESTMENTS AND HOLDINGS, LLC (a New Jersey limited liability company) as secured party ("Grantor"), for and in consideration of the sum of ~~\$ 1,188,000~~ and other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, has GRANTED, SOLD, ASSIGNED, TRANSFERRED, CONVEYED and DELIVERED and does by these presents GRANT, SELL, ASSIGN, TRANSFER, CONVEY and DELIVER unto BERGEN INVESTMENTS AND HOLDINGS, LLC (a New Jersey limited liability company) ("Grantee"), but only to the extent the same may be granted, sold, assigned, transferred, conveyed or delivered, all of the right, title and interest of Elegant USA, LLC in and to the Collateral described in the UCC Financing Statement annexed hereto as Exhibit "A" (the "Collateral"), subject to any prior liens, including the lien of Coral Capital Solutions, LLC.

Grantor hereby states:

1. That the Debtor has defaulted in connection with obligations secured by the Collateral;
2. That the Grantor, as assignee of General Electric Capital Corporation, and as Agent, has exercised its post-default remedies with respect to the Collateral pursuant to the Agreement referred to in the Notice of Sale issued by Grantor for the public auction conducted on May 24, 2010;
3. That, by reason of the exercise and being the highest bidder at the auction, the Grantee has acquired the rights of the Debtor in the Collateral; and
4. The name and mailing address of the Grantor, Debtor and Grantee are more particularly set forth on Exhibit "B" hereto.

This Transfer Statement is intended by Grantor to effect the transfer of the Collateral to Grantee within the meaning of Uniform Commercial Code Sections 9-617 and 9-619, subject to the provisions of said Notice of Sale, free and clear of the lien of Grantor, but subject to any prior liens, including the lien of Coral Capital Solutions, LLC.

TO HAVE AND TO HOLD the Collateral and all other property as is hereinabove described unto Grantee and Grantee's successors, legal representatives and assigns, forever.

THE COLLATERAL IS HEREBY TRANSFERRED HERewith ON AN "AS IS, WHERE IS" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY OR FITNESS. THERE

IS NO WARRANTY, EXPRESS OR IMPLIED, RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE. THE TRANSFER DOCUMENTS CONTAIN A LEGEND RESTRICTING THE TRANSFER THEREOF PURSUANT TO THE RESTRICTIONS BELOW.

This Transfer Statement shall be governed by and construed in accordance with, the laws of the State of New Jersey as applied to contracts made and performed entirely in such state.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Bill of Sale and Transfer Statement on this 24th day of May, 2010.

GRANTOR:

**BERGEN INVESTMENTS AND
HOLDINGS, LLC**

By: 

Name: Joseph Janowski

Title: Managing Member

GRANTEE:

**BERGEN INVESTMENT AND
HOLDINGS, LLC**

By: 

Name: Joseph Janowski

Title: Managing Member

EXHIBIT "A"

UCC Financing Statement filed March 3, 2005.

UCC Financing Statement Continuation Statement filed September 30, 2009.

UCC Financing Statement Assignment filed April 29, 2010.

DEPARTMENT OF TREASURY
UCC SECTION
FILED

2005 MAR -3 P 5:00

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Corporation Service Company
803 Adlai Stevenson Drive
Springfield, IL 62703

2284637-6

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME (insert copy of debtor name (last 10) do not include initials or common names)

1a ORGANIZATION'S NAME
Elegant USA, LLC

1b INDIVIDUAL'S LAST NAME

1c MAILING ADDRESS
100 Belmont Place

1d IDENTIFICATION NO. (SEE INSTRUCTIONS) (to TYPE OF ORGANIZATION) (to JURISDICTION OF ORGANIZATION) (to ORGANIZATIONAL ID, if any)

2. ADDITIONAL DEBTORS EXACT FULL LEGAL NAME (insert only last 10 of name (last 25) do not include initials or common names)

2a ORGANIZATION'S NAME

2b INDIVIDUAL'S LAST NAME

2c MAILING ADDRESS

2d IDENTIFICATION NO. (SEE INSTRUCTIONS) (to TYPE OF ORGANIZATION) (to JURISDICTION OF ORGANIZATION) (to ORGANIZATIONAL ID, if any)

3. SECURED PARTY'S NAME (enter full name of TOTAL ASSIGNOR or ASSIGNOR (if) - insert only last 10 of name (last 25))

3a ORGANIZATION'S NAME
General Electric Capital Corporation, as Agent

3b INDIVIDUAL'S LAST NAME

3c MAILING ADDRESS
901 Merritt Seven

5 PAGE ATTACHMENT

4. THIS FINANCING STATEMENT covers the following collateral:
This financing statement covers all assets of the Debtor, whether now owned or hereafter acquired, and wherever located, including, but not limited to, all accounts, chattel paper, contracts, documents, equipment, fixtures, general intangibles, goods, instruments, inventory, investment property, deposit accounts, money, supporting obligations, and commercial tort claims, and all proceeds and products of the foregoing, all as more fully described on Exhibit A attached hereto and made a part hereof.

5 1522313
5 2882714

5. ALTERNATIVE DESIGNATION (if applicable) (lessor/lessee) (consignee/consignor) (buyer/seller) (ag/lien) (non-accounting)

6. THE FINANCING STATEMENT IS TO BE FILED (or recorded) IN THE PUBLIC RECORDS (or in the PUBLIC RECORDS) (if applicable) (ADDITIONAL FEE)

7. CHECK TO REQUEST SEARCH REPORT (if on Public Record) (All Debtors) (Consignor) (Debtor)

UCC-Department Of Treasury Commercial Recording
FILING OFFICE COPY - UCC FINANCING STATEMENT (FORM UCC1) (REV. 05/22/02)

Corporate/lien services company
311 E. Gateway Blvd, Ste. 400
Springfield, IL 62702

DEPARTMENT OF TREASURY
UCC SECTION
FILED

EXHIBIT A TO UCC FINANCING STATEMENT -3 P 5 00

Debtor:
Elegant USA, LLC
100 Bomont Place
Totowa, New Jersey 07512

Secured Party:
General Electric Capital Corporation, as Agent
201 Merritt Seven
Norwalk, Connecticut 06856

This Financing Statement covers all of Debtor's right, title and interest in, to and under all personal property and other assets, whether now owned by or owing to, or hereafter acquired by or arising in favor of Debtor (including under any trade names, styles or derivations thereof), and whether owned or consigned by or to, or leased from or to, Debtor, and regardless of where located (all of which being hereinafter collectively referred to as the "Collateral"), including:

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Documents;
- (iv) all General Intangibles (including payment intangibles and Software);
- (v) all Goods (including Inventory, Equipment and Fixtures);
- (vi) all Instruments;
- (vii) all Investment Property;
- (viii) all Deposit Accounts of Debtor, including blocked accounts, concentration accounts, disbursement accounts, and all other bank accounts and all deposits therein;
- (ix) all money, cash or cash equivalents of Debtor;
- (x) all Supporting Obligations and Letter-of-Credit Rights of Debtor; and
- (xi) to the extent not otherwise included, all Proceeds, tort claims, insurance claims and other rights to payment not otherwise included in the foregoing and products of the foregoing and all accessions to, substitutions and replacements for, and rents and profits of, each of the foregoing.

For purposes of this Exhibit A to Financing Statement (this "Exhibit A") the following terms have the meanings set forth below:

"Accounts" means "accounts," as such term is defined in the Code, now owned or hereafter acquired by Debtor, including (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments), (including any such obligations that may be characterized as an account or contract right under the Code), (b) all of Debtor's rights in, to and under all purchase orders or receipts for goods or services, (c) all of Debtor's rights to any goods represented by any of the foregoing (including unpaid sellers' rights of

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rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to Debtor for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by Debtor or in connection with any other transaction (whether or not yet earned by performance on the part of Debtor), (e) all health care insurance receivables and (f) all collateral security of any kind, now or hereafter in existence, given by any account debtor or other person with respect to any of the foregoing.

"Chattel Paper" means any "chattel paper," as such term is defined in the Code, including electronic chattel paper, now owned or hereafter acquired by Debtor, wherever located.

"Code" means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the Code is used to define any term herein and such term is defined differently in different Articles or Divisions of the Code, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, Secured Party's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "Code" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

"Contract" means "contract" as such term is defined in the Code now owned or hereafter acquired by Debtor, in any event, including all contracts, undertakings, or agreements (other than rights evidenced by Chattel Paper, Documents or Instruments) in or under which Debtor may now or hereafter have any right, title or interest, including any agreement relating to the terms of payment or the terms of performance of any Account.

"Copyright License" means any and all rights now owned or hereafter acquired by Debtor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" means all of the following now owned or hereafter adopted or acquired by Debtor: (a) all copyrights and General Intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; and (b) all reissues, extensions or renewals thereof.

"Deposit Accounts" means "deposit accounts" as such term is defined in the Code, now or hereafter held in the name of Debtor.

"Documents" means any "document," as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located.

"Equipment" means all "equipment," as such term is defined in the Code, now owned or hereafter acquired by the Debtor, wherever located and, in any event, including all Debtor's machinery and equipment, including processing equipment, conveyors, machine tools, data processing and computer equipment, including embedded software and peripheral equipment and all engineering, processing and manufacturing equipment, office machinery, furniture, materials handling equipment, tools, attachments,

accessories, automotive equipment, trailers, trucks, forklifts, molds, dies, stamps, motor vehicles, rolling stock and other equipment of every kind and nature, trade fixtures and fixtures not forming a part of real property, together with all additions and accessions thereto, replacements therefor, all parts therefor, all substitutes for any of the foregoing, fuel therefor, and all manuals, drawings, instructions, warranties and rights with respect thereto, and all products and proceeds thereof and condemnation awards and insurance proceeds with respect thereto.

"Fixtures" means all "fixtures" as such term is defined in the Code, now owned or hereafter acquired by Debtor.

"General Intangibles" means "general intangibles," as such term is defined in the Code, now owned or hereafter acquired by Debtor, including all right, title and interest that Debtor may now or hereafter have in or under any Contract, all payment intangibles, customer lists, Licenses, Copyrights, Trademarks, Patents, and all applications therefor and reissues, extensions or renewals thereof, rights in Intellectual Property, interests in partnerships, joint ventures and other business associations, licenses, permits, copyrights, trade secrets, proprietary or confidential information, inventions (whether or not patented or patentable), technical information, procedures, designs, knowledge, know-how, software, data bases, data, skill, expertise, experience, processes, models, drawings, materials and records, goodwill (including the goodwill associated with any Trademark or Trademark License), all rights and claims in or under insurance policies (including insurance for fire, damage, loss and casualty, whether covering personal property, real property, tangible rights or intangible rights, all liability, life, key man and business interruption insurance, and all unearned premiums), uncertificated securities, choses in action, deposit, checking and other bank accounts, rights to receive tax refunds and other payments, rights to receive dividends, distributions, cash, instruments and other property in respect of or in exchange for pledged Stock and Investment Property, rights of indemnification, all books and records, correspondence, credit files, invoices and other papers, including all tapes, cards, computer runs and other papers and documents in the possession or under the control of Debtor or any computer bureau or service company from time to time acting for Debtor.

"Goods" means any "goods," as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located, including embedded software to the extent included in "goods" as defined in the Code, manufactured homes, standing timber that is cut and removed for sale and unborn young of animals.

"Instruments" means "instruments" as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located, and, in any event, including all certificated securities, all certificates of deposit, and all promissory notes and other evidences of indebtedness, other than instruments that constitute, or are a part of a group of writings that constitute, Chattel Paper.

"Intellectual Property" means any and all Licenses, Patents, Copyrights, Trademarks, and the goodwill associated with such Trademarks.

"Inventory" means "inventory" as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located, and in any event including inventory, merchandise, goods and other personal property that are held by or on behalf of Debtor for sale or lease or are furnished or are to be furnished under a contract of service, or that constitute raw materials, work in process, finished goods, returned goods, supplies or materials of any kind, nature or description used or consumed or to be used or consumed in Debtor's business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

"Investment Property" means "investment property" as such term is defined in the Code, now owned or hereafter acquired by Debtor, wherever located, including (i) all securities, whether certificated or uncertificated, including stocks, bonds, interests in limited liability companies, partnership interests, treasuries, certificates of deposit, and mutual fund shares; (ii) all securities entitlements of Debtor, including the rights of Debtor to any securities account and the financial assets held by a securities intermediary in such securities account and any free credit balance or other money owing by any securities intermediary with respect to that account; (iii) all securities accounts of Debtor; (iv) all commodity contracts of Debtor; and (v) all commodity accounts held by Debtor.

"Letter-of-Credit Rights" means any "letter-of-credit right," as such term is defined in the Code, now owned or hereafter acquired by Debtor, including rights to payment or performance under a letter of credit, whether or not such Debtor, as beneficiary, has demanded or is entitled to demand payment or performance.

"License" means any Copyright License, Patent License, Trademark License or other license of rights or interests now held or hereafter acquired by Debtor.

"Lien" means any mortgage or deed of trust, pledge, hypothecation, deposit arrangement, lien, charge, security interest, encumbrance or assignment or claim in the nature of the foregoing, or preference, priority or other security agreement or preferential arrangement of any kind or nature whatsoever (including any lease or title retention agreement, any financing lease having substantially the same economic effect as any of the foregoing, and the filing of, or agreement to give, any financing statement perfecting a security interest under the Code or comparable law of any jurisdiction).

"Patent License" means rights under any written agreement now owned or hereafter acquired by Debtor granting any right with respect to any invention on which a Patent is in existence.

"Patents" means all of the following in which Debtor now holds or hereafter acquires any interest: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

"Proceeds" means "proceeds" as such term is defined in the Code, including (a) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to Debtor from time to time with respect to any of the Collateral, (b) any and all payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental authority (or any Person acting under color of governmental authority), (c) any claim of any Debtor against third parties (i) for past, present or future infringement of any Patent or Patent License, or (ii) for past, present or future infringement or dilution of any Copyright, Copyright License, Trademark or Trademark License, or for injury to the goodwill associated with any Trademark or Trademark License, (d) any recoveries by any Debtor against third parties with respect to any litigation or dispute concerning any of the Collateral including claims arising out of the loss or nonconformity of, interference with the use of, defects in, or infringement of rights in, or damage to, Collateral, (e) all amounts collected on, or distributed on account of, other Collateral, including dividends, interest, distributions and Instruments with respect to Investment Property and pledged Stock, and (f) any and all other amounts, rights to payment or other property acquired upon the sale, lease, license, exchange or other disposition of Collateral and all rights arising out of Collateral.

"Software" means all "software" as such term is defined in the Code, now owned or hereafter acquired by Debtor, other than software embedded in any category of Goods, including all computer programs and all supporting information provided in connection with a transaction related to any program.

"Stock" means all shares, options, warrants, general or limited partnership interests, membership interests or other equivalents (regardless of how designated) of or in a corporation, partnership, limited liability company or equivalent entity whether voting or nonvoting, including common stock, preferred stock or any other "equity security" (as such term is defined in Rule 3a11-1 of the General Rules and Regulations promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934).

"Supporting Obligations" means any "supporting obligation," as such term is defined in the Code, including letters of credit and guarantees issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Property.

"Trademark License" means rights under any written agreement now owned or hereafter acquired by Debtor granting any right to use any Trademark.

"Trademarks" means all of the following now owned or hereafter existing or adopted or acquired by Debtor: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

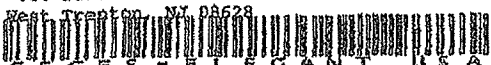
DEPARTMENT OF TREASURY
UCC SECTION
FILED

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address) NZK

Corporation Service Company
Suite 305
930 Bear Tavern Road
West Trenton, NJ 08629



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2008 SEP 30 P 5:00

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
22846396 Date: 03/03/2008 B: P:

1b. This FINANCING STATEMENT AMENDMENT is to be filed (for assets) (or recorded) in the REAL ESTATE RECORDS.

2. TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions hereon for changing the name and/or address of a party.

DELETE name: Give reason here to be deleted in item 6a or 6b.

ADD name: Complete form 7a or 7b and also item 7c; also provide item 7e-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
Elegant USA, LLC

OR

6b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

7c. MAILING ADDRESS CITY STATE POSTAL CODE COUNTRY

7d. ADDITIONAL INFO RE ORGANIZATION DEBTOR

7e. TYPE OF ORGANIZATION

7f. JURISDICTION OF ORGANIZATION

7g. ORGANIZATIONAL ID #, if any

NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral deleted or added, or give entire retained collateral description, or describe collateral assigned.

\$ 20310565
5 4032620

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor which adds collateral or adds the existing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
General Electric Capital Corporation, as Agent

OR

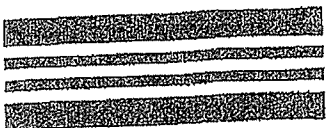
9b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA

NJ-Department Of Treasury Commercial Recording

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

Corporation Service Company
2711 Centerville Rd, Ste. 400
Wilmington, DE 19800



DEPARTMENT OF TREASURY
UCC SECTION
FILED

2018 APR 29 P 5:00

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. INITIAL FINANCING STATEMENT FILE #
2144677-1 Date: 02/24/2003

2. TERMINATION: Effectiveness of the Financing Statement Identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. CONTINUATION: Effectiveness of the Financing Statement Identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects Debtor or Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the effectiveness of a party.

DELETE name: Give record name to be deleted in item 6a or 6b.

ADD name: Complete item 7a or 7b, and also item 7c also complete items 7e-7g if applicable.

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
OR
6b. INDIVIDUAL'S LAST NAME

General Electric Capital Corporation, as Agent

FIRST NAME MIDDLE NAME SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME
OR
7b. INDIVIDUAL'S LAST NAME

Bergen Investments and Holdings, LLC, as Agent

FIRST NAME MIDDLE NAME SUFFIX

7a. MAILING ADDRESS
57 Adams Drive

CITY STATE POSTAL CODE COUNTRY
Cresskill NJ 07626 USA

7a. SERIAL NUMBER ADDL. INFO RE ORGANIZATION DEBTOR 7b. TYPE OF ORGANIZATION 7c. JURISDICTION OF ORGANIZATION 7d. ORGANIZATIONAL ID #, if any

LLC New Jersey 0600356596 NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral: deleted or added, or give entire listed collateral description, or describe collateral assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment; if this is an Amendment authorized by a Debtor who adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here and enter name of DEBTOR authorizing this Amendment)

9a. ORGANIZATION'S NAME
OR
9b. INDIVIDUAL'S LAST NAME

General Electric Capital Corporation, as Agent

FIRST NAME MIDDLE NAME SUFFIX

10. OPTIONAL FILER REFERENCE DATA
File: NJ - Department of Treasury UCC Section; Debtor: Elegant USA, LLC 365686-003

FILING OFFICE COPY - UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

EXHIBIT "B"

Mailing Addresses:

Grantor:

Bergen Investments and Holdings, LLC
A New Jersey Limited Liability Company
57 Adams Drive
Cresskill, New Jersey 07626

Debtor:

Elegant USA, LLC
100 Bomont Place
Totowa, New Jersey 07512

Grantee:

Bergen Investments and Holdings, LLC
A New Jersey Limited Liability Company
57 Adams Drive
Cresskill, New Jersey 07626